



MODIFICATION OF CONTRACT LAKE COUNTY, FLORIDA

1. Modification No.: 2	2. Contract No.: 05-052A	
Effective Date: March 1, 2007	Effective Date: January 4, 2005	
3. Contracting Officer: Roseann Johnson	5. Contractor-Name and address:	
Telephone Number: (352) 343-9765	Napa Auto Parts 114 North Blvd.	
4. Issued By: Lake County, Florida Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	Leesburg, FL. 34748	
6. SPECIAL INSTRUCTIONS: Contractor is required to si	gn Block 8 showing acceptance of the below written ock 4 within ten (10) days after receipt, preferably by certified tocopy of the signed copy of this modification and attach to	
7. DESCRIPTION OF MODIFICATION:		
To extend contract for a period of twelve (12) months expiring February 28, 2008 per Section 1.4 Item B.		
8. Contractor's Signature REQUIRED Name Title SALES REPRESENTATIVE Date 3 - ZZ-07	9. Lake County, Florida By: Contracting Officer March 1, 2007	
	Date	
10. Distribution:		

P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.000.0000 • F 352.000.0000 Board of County Commissioners • www.lakecountyfl.gov

Original - Bid No.05-052

Copies - Contractor Contracting Officer Depts: PW, ES, PS, PW Fleet

MODIFICATION OF CONTRACT LAKE COUNTY, FLORIDA

	LAKE COUNTY	FLOR	(DA
	fication No.: 1 ctive Date: March 1, 2006	2.	Contract No.: 05-052A Effective Date: January 4, 2005
	racting Officer: Roseann Johnson, CPPB phone Number: (352) 343-9765	NAPA	Contractor-Name and address: Auto Parts Worth Blvd
Lake Proc Lake 315	ed By: e County, Florida curement Services e County Administration Building W. Main St., Suite 416 ares, Florida 32778-7800	Leest	ourg, FL 34748
bel (10 rec	CIAL INSTRUCTIONS: Contractor is require ow written modification and return this) days after receipt, preferably by cer eipts. Retain a photocopy of the signe ginal of contract, which was previously	form tified d copy	to address shown in Block 4 within ten mail to ensure a system of positive of this modification and attach to
7. DESC	CRIPTION OF MODIFICATION: contract through February 28, 2007 per	Section	on 1.4 Item B.
8. Cont	tractor's Signature <u>REQUIRED</u>	9.	. Lake County, Florida By:
Tit	tle		
Dat	te		Contracting Officer
Ori	tribution: ginal - Bid No. 05-052 ies - Contractor Contracting Officer Depts: PW, ES, PS, PW Fleet	-	January 23, 2006



Lake County Florida

CONTRACT NUMBER: 05-052A

FOR: Automotive, Bus and Truck Replacement Parts (Primary)

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida does hereby accept the bid (offer) made by NAPA Auto Parts for Automotive, Bus and Truck Replacement Parts per all requirements of bid number 05-052 (opening late of January 12, 2005 and NAPA Auto Parts January 10, 2005 bid response).

A copy of the signed Bid is attached and incorporated herein. Any items not awarded have been struck through.

This Contract is effective from February 4, 2005 through February 28, 2006 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for additional renewals at the County's sole option at the terms noted in the Bid.

Any modification change to this Contract must be in writing signed by an authorized agent with the Office of Procurement Services.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract. Any breach thereof, shall, at his option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

NAPA Auto Parts shall submit Proof of Insurance prior to the commencement of this Contract:

Date: Lebruary

Distribution: Original-Bid File Copy-Contractor

Copy-C/O

Copy-Public Works Fleet, Public Safety Fleet, Solid Waste Operations, Mosquito Management

Fleet, Facilities Management



INVITATION TO BID (ITB)



LAKE COUNTY, FLORIDA OFFICE OF PROCUREMENT SERVICES

ITB NO 05-052

ISSUE DATE: December 15, 2004

CONTRACTING OFFICER: Roseann Johnson,

CPPB

PHONE NO: 352.343.9765
FAX NO 352.343.9473
EMAIL <u>rjohnson@co.lake.fl.us</u>

SUBMIT BID PROPOSAL / OFFER PRIOR TO:

CLOSING DATE: January 12, 2005

(:LOSING TIME: 3:00 P.M. (local time)

SUBMIT TO:

See Section 2.3 for Delivery Instructions

DESCRIPTION:

AUTOMOTIVE, BUS AND TRUCK REPLACEMENT PARTS

BIDDERS BEST DELIVERY:		FTER RECEIPT OF ORDER
PROMPT PAYMENT TERMS: 2	% DISCOUNT PERIOD 10	DAYS: NET 30 DAYS
If you do <u>not</u> want to respond to thi Lake County's Bidders List, please r address		
Not interested at this time; keep our	firm on Lake County's Bidders List fo	or future bids of this good / service
Please remove our firm from Lake C	ounty's Bidders List for this good / se	ervice.
The bellowed named bidder makes the attached offer specifications, terms and conditions contained in this solic event of a conflict with his or her bid. By my signature I ceany corporation, firm, business entity, or person submitti	citation document, and further agrees that the l rtify that this offer / bid is made without prior un	language of this document shall govern in the derstanding, agreement, or connection with
COMPANY NAME: Napa A. to	Pork	DATE: 1/0/05
NAILING ADDRESS: 114 North Blod.		PHONE: 352 62-787-3535 FAX: 352 78) 7542
(ITY: Leejling Fl.	STATE: FL	ZIP: 34785
(SN OR FEDERAL TAXING) 45-14032886-24-8	TITLE OF AUTHORIZED REPRESENTATIVE:	
E-MAIL:	WEB URL:	
LUTHORIZED SIGNATURE:	PRINTED NAME: Dyn	on F. Conelissen

Invitation to Bid 05-052

AUTOMOTIVE, BUS AND TRUCK REPLACEMENT PARTS

Due by 3:00 pm local time on Wednesday, January 12, 2005

PURPOSE: The Lake County Board of County Commissioners (County) is soliciting competitive sealed bids (offers) to furnish potential solutions for automotive, bus and truck parts that meet or exceed original equipment manufacturer (OEM) specifications and quality level for a mixed fleet of vehicles with diverse ages, operating under diverse conditions.

SECTION 1.0 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS

1.1 Procurement Rules:

- A. The County has established for purposes of this Invitation to Bid (ITB) that the words "shall", "must", or "will" are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County sole discretion, the deficient response is not in substantial accord with this ITB's mandatory requirements.
- B. The words "should" or "may" are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the County.
- C. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this ITB.

1.2 Definitions:

- A. The term "Invitation to Bid" (ITB) means this invitation to make an offer to the Lake County Board of County Commissioners.
- B. The term "bidder" means the entity making an offer to the Lake County Board of County Commissioners in response to this invitation.
- C. The term "bid proposal" means the offer submitted by the bidder.

- D. The term "contractor" means a bidder that is awarded a contract as a result of this Invitation.
- E. The term "County" means Lake County, Florida, Board of County Commissioners (BCC).
- F. The terms "you" and "your" means the same as the term "bidder" above.

1.3 Background:

The Lake County Board of County Commissioners (County) is soliciting competitive sealed bids (offers) to furnish potential solutions for automotive, bus and truck parts that meet or exceed original equipment manufacturer (OEM) specifications and quality level for a mixed fleet of vehicles with diverse ages, operating under diverse conditions. Parts usage is unknown and may vary from month to month and year to year.

1.4 **Specifications:**

This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.

Each product and service offered in your bid proposal shall <u>meet or exceed</u> each of the following requirements:

- A. Any contract(s) derived from this request shall be effective for the approximate twelve (12) month period immediately following the date of award. This request may be awarded to multiple bidders. The successful bidders shall be notified by contract. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.
- B. The County reserves the sole right to renew said contract for additional twelve (12) month periods at the same pricing structure, specifications, and terms and conditions of any contract derived from this bid request. Any goods still on back order thirty days beyond the contract expiration date will be considered canceled and any subsequent deliveries will be refused.
- C. Actual quantities used shall be those ordered by participating County offices as needs are determined by each office. Orders will be issued by phone, fax, purchasing card and/or purchase order throughout the contract period as said needs are determined. Parts ordered shall be on an as-required basis and shall include delivery of all products ordered at no additional costs. Lake County shall not be required to meet any minimum order requirements no shall pay any restocking charge for returned goods. If it is deemed to be in the best interest of the County, Lake County reserves the right to purchase specialty parts or products from suppliers other than the Contractor(s) awarded this contract.

D. The County offices listed below will participate in the contract from the onset.

PUBLIC WORKS DEPARTMENT Vehicle Maintenance Attn: Bill Nicodem 2300 W Griffin Rd

Leesburg, Fl 34748

PUBLIC WORKS DEPARTMENT

Mosquito Management Attn: Russell Cheatham 401 S Bloxham Ave Tavares, Fl 32778

ENVIRONMENTAL SERVICES

Solid Waste Division Attn: Gary Debo 28215 Hwy 561 Tavares, Fl 32778

PUBLIC SAFETY

Fire-Rescue Fleet Maintenance Attn: Bruce Talbot Station # 71 Kirkwood Road Astatula, Fl 34705

- E. The County reserves the sole right to add additional locations to this contract during the contract period.
- F. All parts shall be new, of most recent design, and contain all current modifications. Parts shall meet or exceed the quality of the part furnished on the original piece of equipment including factory remanufactured parts. **Used parts are unacceptable**. The only exception is those items that are rebuilt (to make repairs on) or re-manufactured (product re-produced to original form). Failure to provide items of such quality shall be cause for rejection and/or return of said part(s) and/or termination of contract.
- G. Any substitution of brand names than those listed shall be indicated on the bid sheet. The County reserves the right to request samples for comparison. Final acceptance of any substitute shall be at the discretion of the County.
- H. Bidders shall furnish one current jobber price list and catalog for each manufacturer and/or product category bid with its bid submittal. Same price lists and complementary catalogs shall be furnished to each participating office contact noted in "E." above within thirty days after award of this contract(s). If the Jobber price lists change, the Contractor shall notify Lake County Procurement Services in writing immediately (identifying items

affected), and furnish acceptable evidence of price change.

- I. The contactor shall, when requested, promptly provide, at no cost to the County, qualified technical personnel at the job site to assist in solving any problems resulting from the use of the contractor's parts.
- J. All materials used shall be billed at the Contractor's jobber net cost less the percentage amount, as bid. It shall be the responsibility of the Contractor to keep Lake County Procurement Services and using offices informed of any price changes; however the percentage discount shall remain the same throughout the contract including any renewals.
- K. The County reserves the right to audit the Contractor's invoices from the manufacturer for materials used. Parts will be ordered by vehicle make, model, description, OEM number, manufacturer part number, or the approved equivalent number. If ordered by OEM number, any necessary cross over to the vendor part number will be the responsibility of the vendor. Substitutions of items, brands etc., will be acceptable only upon prior written approval of authorized County personnel as noted in "E." above.
- L. The awarded contractor(s) will accept, for full credit, any part, returned by Lake County within ninety (90) calendar days from the acceptance date if the part is unused and in saleable condition. All parts returned for full credit shall include all costs incurred by the County as determined by the applicable invoice or packing slip.
- M. Deliveries shall be made within two (2) working days on orders for stock and within two (2) hours on emergency orders. Orders shall be so identified upon placement by participating offices. Deliveries shall be made to each location as indicated on each order. Delivery shall be accomplished between 8:00 a.m. and 5:00 p.m. on weekdays only, unless otherwise mutually agreed upon by the contracting parties.

N. Emergency Orders

If a County office places an emergency order and identifies the order as an emergency, the contractor shall deliver the order within two (2) business hours from the time the order was placed. If the contractor cannot deliver all of the requested items within the two (2) hour period, the contractor shall notify the ordering office by telephone within thirty (30) minutes from the time the order was placed of which item(s) cannot be delivered as required (this will also apply to regular stock orders). The ordering office shall then have the right to either cancel the entire order or the item(s) that cannot be delivered, and obtain the item(s) from another source(s). The ordering office may also negotiate with the

<u>Pick-ups</u>: If deemed necessary, Lake County requires that the Contractor have the ability to accommodate pick-ups at a facility within fifty (50) miles of Tavares, FL. Pick ups must be available within one (1) hour after order placement.

contractor a revised delivery time acceptable to both sides.

O. Performance Measures:

Time is of the essence in the County's scheduling work and getting the County's vehicles into proper working order. The County will be depending on the contractor to correctly deliver the ordered parts in a timely manner. Beginning one (1) month of the start date of the contract, the contractor's performance will be evaluated quarterly according to the following criteria:

- 1. The contractor shall have at least a ninety percent (95%) average of all stock items being correctly delivered within two working days of the placement of the order; and
- 2. The contractor shall have at least a ninety-five percent (95%) average of all emergency items being delivered within two working hours from the time of the placement of the order; and
- 3. The contractor shall have at least a ninety-five percent (95%) average on all invoices being correctly completed with the appropriate discounts applied and being submitted to the designated ordering office.

The first quarter the contractor fails to meet all of the above criteria, the County will work with the contractor to identify and implement a corrective action plan.

If the contractor fails to meet all of the above criteria for a second quarter at any time during the term of the contract including any renewal term, the County shall have, at its sole discretion, the following options:

- 1. Termination of the contract for cause, or
- 2. Negotiation with the contractor for additional consideration for the next quarter.
- P. The contractor shall appoint a person or persons to act as a primary contact for all County services. This person or back up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms, conditions and any procedures which may be involved. Cooperation with the County Representative is expected. The primary contact shall have the authority to act as agent for the awarded contractor in its absence.
- Q. Bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products and/or the product packaging. The County also requests any information regarding any known or potential material content in the products that may be extracted and recycled after the product has served its intended purpose.

R. Preference will be given to the contractor(s) which has the ability to electronically send and receive information, purchase orders and other documents. Preference will also be given to the contractor(s) which have electronic ordering systems. Costs for initial set up and system maintenance shall be the contractor(s) responsibility. The use of E Commerce or similar processes to obtain information and process orders is of interest to the County.

S. CONTRACTOR'S PERSONNEL.

- A. <u>Supervision</u>. The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties as set forth herein. The County shall have the right to request removal or replacement of any Contractor's personnel if said personnel are unqualified, rude, belligerent or offer a nuisance or threat.
- B. <u>Applicable Laws</u>. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- C. <u>Right of Rejection</u>. The County shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and subcontractors are the responsibility solely of the Contractor.
- D. <u>Immigration Reform and Control Act of 1986.</u> The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- E. <u>Identification</u>: The Contractor shall ensure every employee on the Contractor's work force is provided a photo identification badge. This badge must be worn at all times outside of their uniform when on County property. All Contractor employees shall adhere to County security standards.
- F. <u>Controlled Substances</u>: The successful Contractor(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any County property. Violations may subject the Contractor and/or the Contractor's employee(s) to prosecution, fines, imprisonment and/or termination of this or any other contract(s) the Contractor presently holds.

- G. <u>Employment Discrimination</u>. During the performance of the contract, the Contractor agrees to the following:
 - 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the contractor. The contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - 3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 4) The Contractor shall include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor and vendor.
 - 5) <u>Fair Labor Standards Act</u>. The Contractor and any subcontractor shall pay all employees working on this contract not less than the minimum wage specified in the Fair Labor Standards Act as amended.
- T. Warranty: All parts delivered under this contract will have the manufacturer's standard warranty. This warranty shall provide for 100% parts replacement during the warranty period. Warranty will commence upon receipt and acceptance.
- U. Awarded Contractors will continuously work with County agencies to offer additional product savings through negotiations/coupons from product manufacturers, sourcing opportunities, product testing, etc.
- V. Change in Status: The Contractor shall notify Lake County immediately of any changes in status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation of law, becomes subject to the provision of any Chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Lake County shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.
- W. The Contractor guarantees that the prices covered by this contract shall be the lowest

prices offered to any customer for similar goods/services during the period of this contract. If the Contractor offers lower prices or new rate plans for similar goods/services to any other customer during the contract period, then these lower prices shall be offered to Lake County, and the contract shall be modified accordingly.

1.5 Award:

- A. <u>IF</u> the County awards a contract(s) as the result of this Invitation to Bid, the County shall award the contract(s) to the lowest responsive and responsible bidder(s), all other considerations being equal, in accordance with criteria specified within this Invitation to Bid document.
- B. As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; with one or more suppliers; to reject any and all offers or waive any minor irregularity or technicality in bid proposals received.
- C. A bid received from a company with documented unsatisfactory performance or unresolved problems with the County may not be considered for award.
- D. All value added services will be considered in this award. Examples: E.D.I. ordering capabilities, providing software for placing orders and checking Contractor's inventory, the ability to transact electronic commerce, and Internet ordering and order inquiry. Preference may be given to contractor(s) with the above noted E Commerce capabilities.
- E. Evaluation process will consist of various part numbers submitted in sealed envelopes from using departments prior to the bid opening. These part numbers will be compared to each bidding contractor parts price list and discounts to determine the best value. This process along with the above noted award information will determine award (s).

1.6 Bidder's Liaison / Representative:

- A. If you intend to respond to this ITB, identify a liaison person that the County can send any communications regarding this ITB. Please promptly provide the name, mailing address, telephone number, fax number and e-mail address to the individual listed in Section 2.6 below.
- B. You shall designate within your bid proposal package an individual acceptable to the County to act as the liaison between you and the County's designated representative(s) regarding the delivery of product(s) or performance of service(s) under the terms of the proposed contract.

1.7 Firm Fixed Price:

Each price offered in your bid proposal shall be a firm-fixed, net delivered price exclusive of any tax. Any bid proposal containing a modifying or "escalator" clause will <u>not</u> be considered. The bid price for each item shall include all packing, handling, shipping charges and inside delivery (unless otherwise specified) to any point(s) within Lake County, Florida. Each item shall be priced separately.

1.8 F.O.B. Point:

The F.O.B. point for any product ordered as a result of this Invitation to Bid shall be **F.O.B.**: **DESTINATION** – **INSIDE DELIVERY**. The title for each item will pass from you, the seller, to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between you and the carrier. The County will not consider any bid proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

SECTION 2.0 - ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

2.1. Invitation to Bid (ITB) Closing Date:

The original bid proposal and *five* (5) complete copies of the bid proposal shall be sealed and delivered to the Lake County Office of Procurement Services no later than the date and time listed below. Any bid proposal received after this time will <u>not</u> be considered and will be returned unopened to the submitter.

2.2. Proposed Schedule:

- A. ITB release date *December 15, 2004, 2004.*
- B. Pre-bid conference *Not applicable for this ITB*
- C. ITB closing date Wednesday, January 12, 2005 at 3:00 pm local time.
- D. Opening/Reading of bids Wednesday, January 12, 2005 at 3:00 pm local time.
- E. Award of Contract February 12, 2005

2.3. Delivery of Bid Proposals:

- A. ALL incoming mail and packages will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility **PRIOR** to delivery to any Lake County Government facility, which includes the Lake County Procurement Services Office.
- B. Each package shall be clearly marked: ITB 05-052 Automobile, Bus and Truck Replacement Parts.
- C. If you submit your bid proposal package by the UNITED STATES POSTAL SERVICE,

please send it to: LAKE COUNTY PROCUREMENT SERVICES PO BOX 7800 TAVARES, FL 32778-7800

D. If you submit your bid proposal package by a THIRD PARTY CARRIER such as Fed-X, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES MAIL RECEIVING CENTER 416 W. MAIN STREET TAVARES, FL 32778

E. If you plan on submitting your bid proposal package IN PERSON, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES

315 W. MAIN STREET 4TH FLOOR, ROOM 416 TAVARES, FLORIDA

- F. To be considered for award, a bid proposal must be received and accepted in the Procurement Services Office prior to the official Closing date and time.
- G. Allow sufficient time for transportation and inspection.
- H. A bid proposal will <u>not</u> be considered for award if received in the Procurement Services Office after the official closing date and time regardless of when or how it was received by the Lake County Clerk of the Circuit Court Mail Receiving Center.
- I. Facsimile (fax) or electronic submissions will <u>not</u> be accepted.
- 2.4. Pre-Bid Conference: Not applicable for this ITB.

2.5. Public Bid Opening:

- A. At the date and time specified above, all bid proposals that have been timely accepted by the County will be opened, recorded, and accepted for consideration. The names of the Bidders submitting bid proposals will be read aloud and recorded. The bid proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) days after the official bid closing date.
- B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public bid openings or meetings should contact Procurement Services at 352.343.9839 at least five (5) days prior to the date.

2.6. Questions Concerning ITB:

A. Questions concerning any portion of this ITB shall be directed in writing [fax and e-mail

accepted] to the below name individual who shall be the official point of contact for this ITB. Questions should be submitted before the pre-bid meeting and at least seven (7) days before the closing date.

B. Mark subject line or cover page or envelope "Questions on ITB 05-052, Automobile, Bus and Truck Replacement Parts.

C. Submit questions to:

Roseann Johnson, CPPB, Contracting Officer Lake County BCC Office of Procurement Services 315 W. Main Street, Room 416 PO BOX 7800 Tavares, FL 32778-7800

Phone: 352.343.9839, Fax: 352.343.9473,

E-mail: rjohnson@co.lake.fl.us

D. No answers given in response to questions submitted shall be binding upon this ITB unless released in writing as an addendum to the ITB by the Lake County Office of Procurement Services.

2.7 Bidder's Responsibility / Clarification and Addenda:

- A. While the County has used considerable efforts to ensure an accurate representation of information in this ITB, you, the Bidder, are urged to conduct your own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this ITB. Before submitting a bid proposal, you shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which you will rely. If you receive an award because of your bid proposal submission, failure to have made such investigations and examinations will in no way relieve you you're your obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim for additional compensation or relief.
- B. It is incumbent upon you to carefully examine these specifications, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing to the person listed above (fax 352.343.9473 and e-mail are acceptable) in accordance with procedures set forth in the section above. The County will <u>not</u> be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the <u>only</u> official method by which interpretation, clarification or additional information can be given.

- C. If the County revises (amends) this ITB, the Lake County Office of Procurement Services Lake site: will the County Internet notice be posted on http://www.lakegovernment.com/open bids projects.htm. You must acknowledge each amendment in your bid proposal. Failure to acknowledge each addendum may prevent your bid proposal from being considered for award. It is solely your responsibility to ensure that you have received all addendums to this ITB before submitting your bid proposal.
- D. By submitting a bid proposal you are representing represents that (1) you have read and understand the ITB specifications and requirements; (2) your bid proposal is made in accordance therewith; and (3) you are familiar with the local conditions under which you and your proposed products and/or services must perform.

2.8 Restricted Discussions:

- A. From the date of issuance of this ITB until final County action, you as a potential Bidder shall <u>not</u> discuss the ITB or any part thereof with any employee, agent, or representative of the County except as expressly authorized by the County point of contact for this ITB. Violation of this restriction will result in REJECTION of your bid proposal.
- B. You shall not initiate or execute any negotiation, decision, or action as a result of any verbal discussions with any County employee or agent. Only those communications that are in writing from the authorized County representative identified in Section 2.6 of this ITB shall be considered pertinent to this ITB. Only written and appropriately signed communications from prospective Bidders will be considered by the County.

2.9 Conflict of Interest Disclosure:

Each Bidder shall complete and have notarized the attached disclosure form (Form 1 B) of any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interest associated with this project.

2.10 Public Entity Crimes:

- A. Pursuant to Section 287.132 and 287.133 Florida Statutes, the County, as a public entity, may not accept any bid proposal from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.
- B. By submitting a bid proposal in response to this ITB, you are certifying that Sections 287.132 and 287.133, Florida Statutes do not restrict your rights to submit a bid proposal to the County.

2.11 Bid Proposal Package:

- A. See Section 5: Submittal Requirements for specific requirements.
- B. The bid proposal forms shall be signed by an official <u>authorized</u> to legally bind the Bidder to its provisions.
- C. Terms and conditions differing from those in this ITB shall be cause for disqualification of the bid proposal.

2.12 Bid / Offer Validity Period:

Each bid proposal / offer shall be valid for not less than ninety (90) calendar days after the ITB closing date. Bid proposals with terms less than this may be rejected without consideration.

2.13 Withdrawal of Bid Proposal:

You may withdraw your bid proposal or modify it at any time prior to the official closing date and time. You shall be required to produce photo identification that satisfies the County prior to withdrawal or modification of your bid proposal. Negligence upon your part in preparing your bid proposal confers no right of withdrawal after the time fixed for the submission of bid proposals.

2.14 Bid Proposal Acceptance / Rejection:

- A. The County reserves the right to accept or reject any or all bid proposals received as a result of this ITB. The County reserves the right to waive any informalities, defects, or irregularities in any bid proposal, or to accept that bid proposal, which in the judgment of the proper officials, is in the best interest of the County and the citizens of Lake County.
- B. The County has the sole discretion and reserves the right to cancel this ITB, and to reject any and all bid proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so.
- C. In the event there is a discrepancy between the total amount or the extended amount and the unit prices submitted, the unit price will prevail and the corrected sum shall be considered the bid proposal price.
- D. In the event of default by the contractor, the County reserves the right to award the contract to the next lowest responsive and responsible Bidder without any further competition.

2.15 Minor Irregularities:

The County reserves the right to waive minor irregularities in submitted bid proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have not adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

2.16 Incurred Expenses:

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a bid proposal or offer, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or contract agreement. By submitting a bid proposal, you, the Bidder, agree that all costs associated with the preparation of your bid proposal will be solely your responsibility. You also agree that the County bears no responsibility for any costs associated with the preparation of the bid proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

2.17 New Goods:

Unless otherwise specified within the specifications, each product delivered as a result of this ITB shall be new, unused, of recent manufacture, and suitable for its intended purpose. All goods shall be assembled, fully serviced and ready for operation when delivered.

2.18 Delivery: See Section 1.4, M

2.19 <u>Damaged and/Or Late Shipments</u>:

The County has no obligation to accept a damaged or late shipment and reserves the right to return, at your expense, any damaged item even though the damage was not apparent or discovered until after receipt of the item. You shall promptly notify the County contact person of any potential late or delayed shipments. The County reserves the right to cancel all or any part of an order if the shipment is not received in accordance with the contract.

2.20 Packaging:

A. All shipping and packaging materials and containers shall conform to all applicable Federal and State of Florida standards and regulations.

2.21 Receipt and Acceptance:

Any item shipped as a result of the award of this Invitation to Bid will be received by the County Department placing the order pending final inspection. The County will not accept any shipment until it passes the County's final inspection for quantity, quality and conformance to specifications. Final inspection shall be conclusive except for latent defects,

fraud or such gross mistakes that amount to fraud. Until final acceptance, and after any rejection, risk of loss will remain with the contractor unless the loss results from negligence on the part of the County.

2.22 **Discounts:**

The County will consider all discounts except those for prompt payment in determining the lowest net cost for evaluation purposes. Prompt payment discounts shall be computed from date of receipt of correct invoice or receipt and acceptance of product(s), whichever is later.

2.23 Lake County Board of County Commissioners (County) Is Tax-Exempt:

- A. The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service proposed. The County will sign an exemption certificate if submitted by the contractor.
- B. Contractors doing business with the County are <u>not</u> exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

2.24 **Disputes/Exceptions:**

- A. Any prospective Bidder who disputes the reasonableness or appropriateness of any item within this ITB document, any addendum to this ITB document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the bid proposal document or notification. The written dispute shall be sent via certified mail or delivered in person to the Lake County Procurement Services Director, who shall review the written dispute and render a decision which shall be considered final.
- B. Any prospective Bidder who may have any exceptions to any requirements set forth in this ITB or the scope of work may identify the item(s) that exception is taken to, including the reason and include these item(s) in a separately marked section of their submitted bid proposal. All such exceptions shall be evaluated by the County.

2.25 Minimum Specifications:

The specifications set forth in Section 1 are the <u>minimum</u> required specifications for this ITB. They are not intended to limit competition nor specify any particular Bidder. All bid proposals shall be considered which meet or exceed each item listed in the scope of work. Any exceptions or alternates must be clearly identified and explained in writing and included in the bid proposal.

2.26 Brand Name or Alternate:

- A. If a product or service requested by this ITB has been identified in the specifications by a brand name, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of product or service that will be acceptable. Bidders proposing an alternate product or service will be considered for award if such product or service is clearly identified in the bid proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications.
- B. Unless the Bidder clearly indicates in its bid proposal that it is proposing an alternate product or service, the bid proposal shall be considered as offering the same brand name referenced in the specifications.
- C. If the Bidder proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the bid proposals and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the Bidder. The County will not be responsible for locating or securing any information which is not included in the bid proposal package. To ensure that sufficient information is available, the Bidder shall furnish as part of the bid proposal package all descriptive material necessary for the County to determine whether the product or service offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

2.27 <u>Silence Of Specifications</u>:

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

2.28 Warranty:

The Bidder agrees that, unless expressly stated otherwise in the bid proposal, the product and/or service furnished as a result of an award from this ITB shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of products and the rights and remedies provide herein are in addition to and do not limit any right afforded to the County by any other provision of the ITB or bid proposal.

2.29 No Confidentiality Of Information:

A. When a decision for award is made or ten (10) calendar days after the bid proposal package is opened, whichever is earlier, the bid proposal package becomes a public record, except as listed below. All material submitted becomes the property of the

County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid proposal does not affect this right.

- B. The County is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a Bidder submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled "trade secret." The County will maintain the confidentiality of such trade secrets to the extent provided by law. If a Bidder labels all or most pages "trade secret," the bid proposal may not be considered for award.
- C. Also pursuant to Section 119.07 (3) (a), F.S., financial statements will be exempt from examination by anyone other than legally authorized County employees or agents. The County will maintain the confidentiality of such financial data to the extent provided by law.
- D. Fees for copies of documents, records, materials, and/or reproductions will be charged in accordance with the County's prevailing fee schedules. Copyrighted material may be inspected.
- E. Each Bidder shall complete the attached Form 1 C with its bid proposal package.

SECTION 3.0 - CONTRACT PROVISIONS

3.1 Contract:

- A. Bid Proposal Is Binding: The bid proposal (offer) that you, the Bidder, make to the County will be considered a binding offer for not less than ninety (90) calendar days from the closing date. The County may request an extension on the time to award a contract, and, you have the right to accept or decline such a request. The signed bid proposal shall be considered an offer by you and such offer shall be deemed accepted if the County issues you a purchase order, other contractual document, or places an order using a County credit card.
- B. Any contract resulting from this ITB may be amended only in writing signed by the Bidder and the County's authorized representative with the same degree of formality evidenced in the contract resulting from this ITB.
- C. If there is any question about the authenticity of a purchase order, contract, or change order promptly contact the Office of Procurement Services at 352.343.9839.

3.2 No Assignment of Contract

The contractor shall <u>not</u> assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of Lake County Procurement Services Director.

3.3 Governing Laws:

The interpretation, effect, and validity of any contract(s) resulting from this ITB shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.4 Licenses/Certificates:

- A. The County reserves the right to require documentation that each Bidder is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Florida.
- B. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this ITB, the County reserves the right to require you to provide documentation of your current license and/or certification before considering your bid proposal and/or before awarding a contract.
- C. If you fail to keep your required license and/or certification current and in force for the term of the contract and any extension, the County will deem you to be in breach of contract and will take all appropriate actions.

3.5 State Registration Requirements

- A. Any corporation submitting a bid proposal in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.
- B. Any partnership submitting a bid proposal in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.
- C. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us)

3.6 Performance Investigations

As part of its evaluation process, the County may make investigations to determine your abilities to perform under this ITB. The County reserves the right to REJECT your bid proposal if you fail to satisfy the County that you are properly qualified to carry out the

obligations under this ITB.

3.7 Indemnification and Hold Harmless:

If awarded a contract as a result of this ITB, you, the contractor, agree for good and valuable consideration in the amount of ten dollars (\$10.00) to protect, defend, indemnify and hold the Lake County BCC, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. You further agree to investigate, handle, respond to, provide defense for and defend any such claims, etc., at your sole expense and agree to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

3.8 Disclaimer of Liability:

The County will not hold harmless or indemnify any respondent for any liability whatsoever.

3.9 Cancellation / Termination of Contract

- A. Each term and condition of the contract is material and any breach or default by Bidder in the performance of each such term and condition shall be a material breach or default of the entire contract for which the County shall have the right to terminate the contract immediately, without penalty or liability. The Bidder will be given notice of any problems and an opportunity to discuss same with the Contracting Officer and County Project Manager prior to being given official notice.
- B. Termination for Default. The County's Project Manager shall notify the Contractor in writing of deficiencies or default in the performance of its duties under the Contract and the Contractor shall have ten (10) days to correct same or to request, in writing, a hearing. Failure of the Contractor to remedy said specified items of deficiency or default in the notice by either the County's Project Manager within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the contract, and the County shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Contract.
- C. <u>Termination for County's Convenience</u>. The performance of work under this contract may be terminated in accordance with this clause in whole or in part, whenever the

County representative shall determine that such termination is in the best interest of the County. Any such termination shall be effected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the County shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

D. <u>Termination Due to Unavailability of Funds in Succeeding Fiscal Years</u> - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the Contractor shall be reimbursed for the reasonable documented value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under this Contract.

3.10 Prime Contractor:

- A. If the bid proposal includes product, equipment, services, software or supplies marketed by other suppliers, the contractor shall act as the prime contractor for all such items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this ITB.
- B. The Bidder shall include the full name, address, and telephone number of every company bearing an interest in the proposed equipment or services. All subcontractors will be subject to review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County.
- C. The contractor shall be responsible for all insurance, permits, licenses, etc., for any and all sub-contractors. Even if the subcontractor is self-insured, the County may require the contractor to provide the insurance certificates.

3.11 Acceptance of Product/Service:

- A. The product(s) and/or service(s) delivered as a result of an award from this ITB shall remain the property of the Bidder until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
- B. Any product(s) and/or service(s) procured as a result of this ITB may be tested for compliance with specifications. In the event that the product and/or service is found to be

defective or does not conform to the specifications, the County reserves the right to terminate the contract and return product to the seller at the seller's expense. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

C. Any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

3.12 Grant Funding: Not applicable for this ITB.

3.13 Payment Terms:

- A. The County will remit full payment on all undisputed invoices in accordance with the terms of the contract and Chapter 218.F.S.
- B. The County generally will <u>not</u> make any payment on a partial delivery.
- C. The County will <u>not</u> consider any bid proposal that requires prepayment.
- D. By submitting a proposal (offer) to the Lake County Board of County Commissioners, the bidder expressly agrees that if awarded a contract, the County may withhold from any payment, monies owed by the bidder to the County for any legal obligation between the bidder and the County, including, but not limited to intangible taxes, personal property taxes, fees, damages, and commissions.

3.14 Public Records / Copyrights

- A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The contractor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.
- B. Any copyright derived from any agreement derived from this ITB shall belong to the

author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

3.15 Patents and Royalties:

- A. The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.
- B. Further, if such a claim is made or is pending, the Contractor may, at its options and expenses, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.
- C. The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:
 - the Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and
 - the Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

3.16 Waiver of Claims:

Once the contract expires, or final payment has been requested and made, you only have thirty (30) calendar days to present or file any claims against the County concerning the contract. After that period, the County will consider that you have waived any right to claims

against the County concerning the contract.

3.17 Force Majeure:

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.18 Other Agencies

If you are awarded a contract from this ITB, and with your consent, other agencies may make purchases in accordance with your awarded bid proposal. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.19 Material Safety Data Sheet (MSDS):

It is your responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, you shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

3.20 Codes and Regulations:

Each product and/or service provided within the scope of this ITB shall comply with all applicable prevailing codes and regulations.

3.21 Safety:

- A. All services, practices and items furnished as a result of this Invitation to Bid shall comply with the federal Occupational Safety and Health Act of 1970, as amended, as well as any pertinent Federal, State of Florida and/or local safety or environmental codes. Your lack of knowledge of these requirements will not relieve you of your responsibilities. Failure to comply with this requirement shall be considered a breach of contract.
- B. Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including

safety and environmental standards as apply to both private industry and governmental agencies.

3.22 <u>Training:</u>

Unless otherwise specified, at the convenience of and at no expense to the County, you shall provide training to County personnel in the proper and safe operation and maintenance of any item purchased as a result of this Invitation to Bid.

3.23 Records & Right to Audit:

The contractor shall maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the County, its designees, or other authorized entities.

SECTION 4.0 - INSURANCE REQUIREMENTS

- 4.1 Each bidder shall include in its bid proposal package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the Bidder must have the coverage prior to submittal, but, that the coverage must be purchased and in place prior to a purchase order or contract being executed by the County.]
- 4.2 A certificate of insurance indicating that the awarded bidder (contractor) has coverage in accordance with the requirements of this section shall be furnished by the contractor to the Contracting Officer within the time period set by the County and before any work begins.
- 4.3 The contractor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance insuring the contractor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the contractor under the terms and provisions of the contract.
- 4.4 Such policies of insurance shall insure the contractor in accordance with the following minimum limits:
 - (x) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or approved equivalent without restrictive endorsements, with the following minimum limits and coverage:
 - (x) General Liability

(x)	Each Occurrence/General Aggregate	\$500,000
(x)	Products-Completed Operations	\$500,000
(x)	Personal & Adv. Injury	\$500,000
(x)	Fire Damage	\$50,000
(\mathbf{x})	Medical Expense	\$5,000
(\mathbf{x})	Contractual Liability	

(x) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit

-	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

- (x) Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners, shall be named as additional insured as their interest may appear on the:
 - (x) general liability policy
- (x) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the contractor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.
- () Garage Keepers liability
- () Loss of use
- (x) Certificates of insurance shall identify the bid number, contract, project, etc. in the Description of Operations section of the Certificate.
- (x) Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA, AND THE BOARD OF COUNTY

COMMISSIONERS. P.O. BOX 7800

TAVARES, FL 32778-7800

- 4.5 The contractor shall be responsible for subcontractors and their insurance.
- 4.6 All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- 4.7 All insurance companies must be authorized to transact business in the State of Florida.
- 4.8 The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor and/or subcontractor providing such insurance.
- **4.9** Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

SECTION 5.0 – SUBMITTAL REQUIREMENTS

The original bid proposal and *five* (5) complete copies of the bid proposal shall be sealed and delivered to the Office of Procurement Services no later than the official closing date and time. (See Section 2.3 above). Any bid proposal received after this time will <u>not</u> be considered and will be returned unopened to the submitter.

5.1 Economy of Presentation:

- A. Each bid proposal shall be prepared simply and economically, providing a straightforward, concise description of the Bidder's capabilities to satisfy the conditions and requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each bid proposal must be on completeness and clarity of content.
- B. To expedite the evaluation of bid proposals, it is **mandatory** that Bidder follow the format and instructions contained herein.
- C. The County is <u>not</u> liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for presentations and/or demonstrations if requested.

5.2 Bid proposal Guidelines:

- A. To facilitate analysis of its bid proposal, the Bidder shall prepare its bid proposal in accordance with the instructions outlined in this section. If the Bidder's bid proposal deviates from these instructions, such bid proposal may, in the County's sole discretion, be rejected.
- B. The County emphasizes that you concentrate on accuracy, completeness, and clarity of content.
- C. <u>COMPLETING YOUR BID PROPOSAL</u>: When you submit your bid proposal package, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten/printed. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The Bid Proposal Form(s) shall be manually signed in **BLUE INK** by an official <u>authorized</u> to legally bind the Bidder to its provisions.
- D. <u>BID PACKAGE</u>: Type/print the Invitation to Bid Number, Bid Title, and the closing

date and time on the front of the bid proposal envelope / package. Ensure that your bid proposal is securely sealed in an opaque envelope / package to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid proposal or in a separate sealed envelope / package marked "Literature for Bid (Number)." Do not indicate bid prices on literature. Submit each required sample in a separate package with your firm's name clearly marked on it as well as the bid number and title. Unless previous instructions direct otherwise, submit one original and one copy of the complete bid proposal package (2 total packages).

- E. Telegraphic, verbal, electronic or facsimile (fax) bid proposals will <u>not</u> be considered for award.
- F. Complete the Bid Proposal Form(s).
 - i.Percentage discount from Jobber Price, Price List Number, date of price list, proposed manufacturer of product, and warranty period for those products bid
 - ii. Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
 - iii. Insert the maximum number of days from the time you receive the purchase order or contract until you deliver the product or service.
 - iv. Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
 - v. Insert the number of days or months that your price will remain firm.
 - vi. Complete the information required and sign the form where indicated.
- G. References: Provide at least three (3) recent references where the proposed product or service has been used within the past 3 years. Please use the form attached.

BID PROPOSAL FORM

ro:	Office of Procurement Services
The ur exami	ndersigned hereby declare that [type firm name]
	Automobile, Bus and Truck Replacement Parts
declar the <i>au</i> specif	tich bids were advertised to be received on Wednesday, January 12, 2005 and further that [type firm name] makes this binding offer to furnish tomotive, bus and truck parts that meet or exceed original equipment manufacturer (OEM) ications and/or quality level for a mixed fleet of vehicles with diverse ages, operating under e conditions according to specifications.
	DESCRIPTION
	Filters, Air, NAPA, Wix or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Nopen with
	Proposed Manufacturer: Nopen with Warranty:
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
2.	Filters, Fuel, NAPA, Wix or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: Non wid
	Warranty: Unlim te
	Have you supplied the required Catalogs and Jobber Price Sheets?YESNO

3.	Filters, Oil, NAPA, Wix or approved equivalent	
	Discount from Jobber Price	
	Price List No. Date of Price List 165	
	Proposed Manufacturer: Nyper With	-
	Proposed Manufacturer: Noper With Warranty:	
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO)
4.	Ignition, Parts or Switches, Echlin, Standard or approved equivalent	
	Discount from Jobber Price%	
	Price List No Date of Price List	_
	Proposed Manufacturer:	_
	Warranty: Unlimited	
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO	О
5.	Wiper Blades/Arms, Anco, Trico or approved equivalent	
	Discount from Jobber Price	
	Price List No Date of Price List	
	Proposed Manufacturer: Trico (Nop.)	_
	Warranty: Un funted	
	Have you supplied the required Catalogs and Jobber Price Sheets? YES No	o
6.	Spark Plugs, Autolite or approved equivalent	
	Discount from Jobber Price%	
	Price List No Date of Price List	
	Proposed Manufacturer: Asp/champion/Bokh Warranty: Manjay	
	Warranty: Manjay	

Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
Hose Clamps, Ideal or approved equivalent
Discount from Jobber Price%
Price List No Date of Price List
Proposed Manufacturer:
Warranty:
Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
Bulbs/Flashers, Philips or approved equivalent
Discount from Jobber Price%
Price List No Date of Price List
Proposed Manufacturer: Fellow Major
Warranty:
Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
Fuses and Related Items, Champ or approved equivalent
Discount from Jobber Price%
Price List No Date of Price List
Proposed Manufacturer: Splicy
Warranty: United
Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
Grease Fittings, Edelmann or approved equivalent
Discount from Jobber Price%
Price List No Date of Price List

	Proposed Manufacturer: (Salkam)
	Warranty:
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
11.	Hoses, Radiator-Heater-Wiper-Fuel, Deco or approved equivalent
	Discount from Jobber Price
	Price List No. Date of Price List 5
	Proposed Manufacturer: Non Contes
	Price List No Date of Price List Proposed Manufacturer:
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
12.	Shock Absorbers and Struts, Monroe or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: Monrol Open
	Warranty: Unliver
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
13.	Pipes, Muffler/Tail/Exhaust, Gaskets or Hangers, Walker or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: Walker
	Price List No Date of Price List
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
14.	Engine Parts, TRW or approved equivalent
	Discount from Jobber Price — 20 %

	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
15.	Alternators/Regulators, Arrow or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty:
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
16.	Wire and Cable, Belden or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Selde Sapa
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
17.	Clutches, Arrow or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Perfection Clutches
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO

18.	Mirrors-All Types, K-D or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Touck te
	Warranty: United
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
19.	Engine and Transmission Mounts, Balkamp or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
20.	Bearings/Gaskets/Seals
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Chicago funtive & Federal Mos
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? VES NO
21.	Battery Chargers/Wire Sets/Jumper Cables
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Mid + For ics
	Warranty: 2 18cm

	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
22.	Thermostats, Oil Pressure Sending Units, Water Temperature Sending Units and Gaskets, Thompson, Edelmann or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: Federal mosul
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
23.	Caps, Fuel, Radiator, etc, Balkamp or approved equivalent
	Discount from Jobber Price%
	Price List No. Date of Price List 65
	Proposed Manufacturer: Balkaup
	Proposed Manufacturer: Balkgup Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
24.	Serpentine Automotive Belts, Dayco, Gates or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
25.	V-Belts, Industrial Belts, Dayco, Gates or approved equivalent
	Discount from Jobber Price%
	Price List No. Date of Price List 665

	Proposed Manufacturer: () APC
	Warranty: Unlimite
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
26.	Brass Automotive Fittings, Weatherhead or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: Weathschead
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
27.	Gaskets, Engine & Misc., Victor or approved equivalent
	Discount from Jobber Price
	Price List No. Date of Price List 165
	Proposed Manufacturer: Victor
	Warranty: Unlinited
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
28.	Automotive Lamps, Miniature and Sealed Beam, GE, Wagner or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Federal Most
	Warranty: Unlim 1 tel
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
••	W. D. OI NORM

29. Water Pumps (New), OEM or approved equivalent

	Discount from Jobber Price%	
	Price List No Date of Price List	
	Proposed Manufacturer:	
	Warranty: Unly 14	
	Have you supplied the required Catalogs and Jobber Price Sheets? YES	NO
30.	Water Pumps, Rebuilt	
	Discount from Jobber Price%	
	Price List No. Date of Price List 16/05	
	Proposed Manufacturer:	
	Warranty:	٠
	Have you supplied the required Catalogs and Jobber Price Sheets? YES	NO
31.	Power Steering Hose Assembly	
	Discount from Jobber Price%	
	Price List No Date of Price List	
	Proposed Manufacturer:	
	Warranty: Unlim to	
	Have you supplied the required Catalogs and Jobber Price Sheets? YES	NO
32.	Fuel Pumps, Carter or approved equivalent	
	Discount from Jobber Price	
	Price List No Date of Price List	
	Proposed Manufacturer: Corte	
	Warranty: Unlimited	
	Have you supplied the required Catalogs and Jobber Price Sheets? YES	NO

33.	Electric in Tank Fuel Pump, (New)-OEM or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: Jalin Del
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
34.	Flashers, Including Electronic, Echlin, Signal Stat or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
35.	Turn Signal, Lights, Markers, Signal Stat or approved equivalent
	Discount from Jobber Price%
	Price List No. Date of Price List 16/05
	Proposed Manufacturer: Tourise
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
36.	Lenses, Replacement, Balkamp or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Rolkswa

	Warranty:
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
37.	Valve Stems, Cores, Gauges, Air Chucks, Couplers, NAPA or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List 1655
	Proposed Manufacturer: Napa + the Harriage
	Warranty: Unin Heil
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
38.	Drive Shaft Center Support
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: Federal Mogul Bearings
	Warranty: Uhlmile
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
39.	Gauges, Sending Units (Oil, Temperature, Etc.) and Hour Meters, Balkamp or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: Salkays
	Warranty: Unline
	Have you supplied the required Catalogs and Jobber Price Sheets? VES NO
40.	Engine and Transmission Mounts, Balkamp or approved equivalent
	Discount from Jobber Price — \(\sqrt{\cutech} \)

	Price List No Date of Price List 6 0 5
	Proposed Manufacturer:
	Warranty: Unlinete
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
41.	Starters (New), OEM or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
42.	Starters, Rebuilt
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: 2 yes
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
43.	Alternators, (New), OEM or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty:
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
44.	Alternators, Rebuilt

	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: 2 year
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
4 5.	Transmission Filter Kits, to Include Oil Pan Gaskets
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: Salkawp
	Warranty: Un (shife)
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
46.	Bearings, Automotive, Timken or approved equivalent
	Discount from Jobber Price — 20 %
	Price List No Date of Price List
	Proposed Manufacturer: Ledez Mogul
	Warranty: United
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
47.	Bearings, Heavy Duty (Air Brake), Timken or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Federal mogul Warranty: Jalunita
	Warranty:

	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
48.	Universal Joint/PTO Parts, Spicer, Precision or approved equivalent
	Discount from Jobber Price%
	Price List No. Date of Price List 6/05
	Proposed Manufacturer: Warranty: Unlinited
	Warranty: Unlinited
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
49.	Oil and Grease Seals, Automotive, Victor or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Chicago Caulide
	Warranty:
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
50.	Oil and Grease Seals, Heavy Duty, (Air Brake) Victor or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Shirting handle
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
51.	Grease Fittings, Guns and Supplies, Alemite, Balkamp or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List /6/5
	Proposed Manufacturer:

	· i
	Warranty: Unliniful
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
52.	Small Engine Parts, Briggs and Straton or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Mapa Small Fingthe Warranty: Year
	Warranty: Yes
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
53.	Master Cylinders (New), United or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Unife
	Warranty: Unickel
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
54.	Chassis Parts, Perfect Circle, Moog, Federal Mogul or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: / Con Chross 3 ports Feder Mosel
	Warranty: Unlimite
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
55.	Brake Hardware, Automotive, United or approved equivalent
	Discount from Jobber Price %

	Price List No Date of Price List 01065
	Proposed Manufacturer: United
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
56.	Brake Hardware, Heavy Duty, Air Brake, United or approved equivalent
	Discount from Jobber Price
	Price List No. Date of Price List 01/06/05
	Proposed Manufacturer: United
	Warranty:
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
57.	Heavy Duty Air Brake Parts, Midland, Bendix or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: Milland
	Warranty:
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
58.	Automotive Hydraulic Brake Parts, United or approved equivalent
	Discount from Jobber Price%
	Price List No. Date of Price List 0 (/ 06 / 05
	Proposed Manufacturer:
	Proposed Manufacturer:
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
59.	Automotive Brake Shoes, OEM Professional Quality Service, New Lined, Riveted, Non

	Aspestos Compound, Effetime warranty, Rayloc of approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List 1 06 05
	Proposed Manufacturer:
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
60.	Brake Shoes, Heavy Duty Air Brake, Relined, Rayloc or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer:
	Proposed Manufacturer: Milland Warranty: Year
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
61.	Automotive Brake Pads, OEM Professional Quality Services, New Lined, Non Asbestos Metallic Compound, and Anti Squeal Hardware, Wagner or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: United
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
62.	Brake Units, Automotive and Heavy Duty (Air Brakes), Rayloc or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer:

	Warranty: Unlimitee
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
63.	Brake Lines and Fittings, Steel, Weatherhead or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Weatherhead Ralling
	Warranty: Unlim ted
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
64.	Brake Rotors, United or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
65.	Brake Calipers (Rebuilt with Pads), Rayloc or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
66.	Wheel Cylinder, Automotive, United or approved equivalent
	Discount from Jobber Price
	Price List No. Date of Price List 65

	Proposed Manufacturer:
	Warranty:
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
67.	Brake Drums, Automotive, Balkamp or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: United
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
68.	Brake Drums, Heavy Duty (Air Brakes), Gunite or approved equivalent
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: Balkam
	Warranty: 6 mos
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
69.	Windshield Wiper Motors
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
70.	Carburetors, New, OEM or approved equivalent

	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty:
	Have you supplied the required Catalogs and Jobber Price Sheets? YES V NO
71.	Carburetors, Rebuilt
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: Yew
	Have you supplied the required Catalogs and Jobber Price Sheets?YESNO
72.	Power Steering Pumps, New, OEM or approved equivalent
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: Un in the
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
73.	Power Steering Pumps, Remanufactured
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: Unlimited
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO

74.	Timing Chains, Gears, and Related Hardware
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer:
	Proposed Manufacturer:
	Have you supplied the required Catalogs and Jobber Price Sheets? YES VO
75.	Power Window Motors and Related Hardware
	Discount from Jobber Price
	Price List No Date of Price List 1685
	Proposed Manufacturer:
	Warranty: 2 es
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
76.	Oil Absorbent (50 Pound Bags)
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Solker
	Warranty: As soon as it hids - he goon!
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
<i>7</i> 7.	Automotive Steering Components (Rack and Pinion Assemblies, Tie Rods, Kingpins, etc.)
	Discount from Jobber Price%
	Price List No Date of Price List 1/65
	Proposed Manufacturer: Conone

	Warranty: Un mited
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
78.	Automotive Paint, Thinners and Supplies
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: Mertin Squar
	Warranty:
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
79.	CV Joints, CV Boots, CV Axles (For Front Wheel Drive)
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer:
	Price List No Date of Price List
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
8 0.	Heating and Air Conditioning Parts, Including Compressors, Dryers, and Related Hardware
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: Sensons
	Warranty: unlanted
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
81.	Tire Patches, Plugs, Lubricants, Sealers
	Discount from Jobber Price%
	Price List No Date of Price List

	Proposed Manufacturer:
	Warranty: Unlineted
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
82.	Mufflers, Exhaust Pipes, Cat Converters, Clamps, Hangers and Related Exhaust Items
	Discount from Jobber Price
	Price List No Date of Price List
	Proposed Manufacturer: Worker
	Warranty: Unlike ital
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
83.	Car Care Products (Wax, Car Wash Detergent, Window Cleaner, Rubbing Compound, Tar Remover, Armor All TM , WD-40 TM , etc.)
	Discount from Jobber Price%
	Price List No. Date of Price List V65
	Proposed Manufacturer: Automotive Kellyholuthon (ent/spec
	Warranty: Unhinited
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO
84.	Aerosol Carburetor/Choke Cleaner, Brake Cleaner, Belt Treatment, Starting Fluid and related Products
	Discount from Jobber Price Same as a 5000
	Price List No Date of Price List
	Proposed Manufacturer: ARC / pop
	Warranty: uninited
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO

85. Clutch Kits, New, OEM or approved equivalent	
	Discount from Jobber Price%
	Price List No Date of Price List
	Proposed Manufacturer: Portection
	Warranty: Unlinited.
	Have you supplied the required Catalogs and Jobber Price Sheets? YES NO
86.	Clutch Kits, Remanufactured
	Discount from Jobber Price Sume of %
	Price List No Date of Price List
	Proposed Manufacturer:
	Warranty: which ited
	Have you supplied the required Catalogs and Jobber Price Sheets? YESNO

Acknowledgement of Addendum # 1 [initial & date]	
Addendum # 2 Addendum # 3 Addendum # 4	
F.O.B.: DESTINATION - INSIDE Delivery Lake County Location(S) As Required	
Delivery After Receipt of Order: Days	
Prompt Payment Discount: % (O days: Net 30 Days	
Firm Fixed Price valid fordays [minimum 90 days]	
Have you supplied the required Catalogs and Jobber Price Sheets? YES NO	
Have you completed, signed and had notarized the CONFLICT OF INTEREST Form? YES NO	
Have you completed and signed the COMPLIANCE WITH THE PUBLIC RECORDS LAW FORM? YESNO	
The County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.	
This bid proposal is a binding offer made by the below named to the County and shall remain valid for not less than ninety (90) calendar days from the bid proposal closing date.	
I hereby certify that I have read and understand the requirements of this Invitation to Bid No. 05-052 and, that I as the bidder will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this	
Bid. Company Name Auto Parts	
Per Dennon Comeliuse (print name)	
Signature N Code	

LAKE COUNTY, FLORIDA EMERGENCY/DISASTER ASSISTANCE

In the event of an emergency/disaster situation the following information is required.

Name and telephone number of emergency contact:
Doman Corneliuser
352-572-5114
352-572-5114
Home Address: 12845 SE 122ND Pl Ockloruchen, Fl 32179
Home Telephone/Cellular/Beeper numbers:
Home 352 572-5114 (ell 352 288-3273
Home 352 572-5114 Cell 352 288-373
Any other supplies or services (outside bid products) your firm may be able to provide:
Are you under contract with other agencies for emergency assistance?YesNo
If YES, which agencies
Would your firm allow us to request consignments of parts (parts may be hard to procure in the aftermath of the incident) to prepare for a catastrophe (hurricane or homeland security incident) and return any unused parts after the catastrophe was mitigated? YesNo

References

	References
#1 Agency	
Address	2700 WGNHIN Rd
City,State,ZIP	
Contact Person	Mikki
Telephone	352-343-9808
Date(s) of Service	02/01/63 - + current
Type of Service	Vehicle Montherue
Comments:	Excellent working relationship 241.
#2 Agency	Gaylos Auto Repens
Address	PO Box 577
City,State,ZIP	Fruitland Park Auro
Contact Person	Lord Ensis/ Duner
Telephone	352-787-6757
Date(s) of Service	02/01/03- (51187+
Type of Service	Vehicle Maintence
Comments:	Exellent worlde returned 21.
#3 Agency	Hutson Automorne
Address	3201 US Hwy 441-27
City,State,ZIP	Fruitland forth F1 24721
Contact Person	Craig Hutzon / Owner
Telephone	352=728-1454
Date(s) of Service	0x0voz -corest
Type of Service	Vehille Manhence
Comments:	Excellent working releptonship 240

	Form 1 B - Conflict of Interest Disclosure Form	
I HE	REBY CERTIFY that	
2.	I (printed name) One of the firm of (Firm Name) Noper Autopean Leesburg whose address is	
	authority to make this affidavit on baballa for units and that I possess the legal	
	authority to make this affidavit on behalf of myself and the firm for which I am acting; and,	
2.	Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparendue to ownership, other clients, contracts, or interests associated with this project; and,	
3.	This bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid proposal for the same services, and is in all respects fair and without collusion or fraud.	
EXC	EPTIONS (List)	
	\wedge	

Signature: Printed Name: Firm Name: Date: Sworn to and subscribed before me this day of Personally Known OR Produced Identification My Commission Expires

stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID PROPOSAL

Expires October 14, 2007

Form 1 C - Compliance with Public Records Law

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your credit data to the County

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your bid package is (are) exempt from the Public Records Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify the County and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: Name Acto Paris
Authorized representative (printed):
Authorized representative (signature):
Date:
Project Number: ITB-05-052

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID PROPOSAL

BID # 05-026		
AUTOMOTIVE, BUS AND TRUCK REPLACE	MENT PARTS	
	NAPA AUTO PARTS	CARQUEST AUTO
PART NUMBER	NET PRICE	NET PRICE
R: 34A FREON: R 134A (30# CYLINDER)	daily change, call for pricing	daily change, call for pricing
17413 OIL SEAL	\$5.29	
4(2508 POSI TRAC GEAR ADDITIVE	\$5.99	
1156 BULB 12V 1 CONTACT	\$0.59	
51748 FILTER: OIL	\$20.97	\$20.
1108 PLUG: GLOW/SPARK	\$11.99	
SIG262 FLASHER	\$11.01	
1-7968 FILTER: TRANSMISSION	\$23.11	
25 -060960 BELT: SERPENTINE	\$17.37	\$20
P2:7801 AXLE HOUSING GASKET	\$2.90	\$2
2(8588 ACCUMULATOR	\$34.02	
37 <u>0025A SEAL: WHEEL</u>	\$19.99	\$19
7€ 1400P SEAL: AXLE	\$27.99	\$26
3771 OIL SEAL	\$4.19	\$3
4(8574 ACCUMULATOR	\$73.41	
AI:-7535M BRAKE PADS	\$42.02	
AI:-7576M BRAKE PADS	\$49.94	
NAPA 6477 AIR FILTER PAPER	\$21.17	\$21
NAPA 6476 AIR FILTER PAPER	\$27.55	\$27
NAPA 6479 AIR FILTER PAPER	\$23.65	\$23
NAPA 6350 AIR FILTER PAPER	\$44.64	\$44
NAPA 2342 AIR FILTER PAPER	\$16.82	\$16
NAPA 3128 FUEL FILTER	\$12.22	\$12
NAPA 1061 OIL FILTER	\$3.04	\$3
NAPA 1515 OIL FILTER	\$2.85	\$2
NAPA 1348 OIL FILTER	\$2.96	\$2
1157 LIGHT BULBS (TURN, BRAKE, SIGNAL)	\$0.31	
1156 LIGHT BULBS (TURN, BRAKE, SIGNAL)	\$0.59	
3157 LIGHT BULBS (TURN, BRAKE, SIGNAL)	\$0.87	

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LAKE COUNTY PROCUREMENT SERVICES

B D # 05-026

AUTOMOTIVE, BUS AND TRUCK REPLACEMENT PARTS

	NAPA AUTO PARTS	CARQUEST AUTO
PART NUMBER	NET PRICE	NET PRICE
31 56 LIGHT BULBS (TURN, BRAKE, SIGNAL)	\$1.23	
NAPA 8822 OIL ABSORBENT 25 LB BAG	\$6.37	
WD40 PENETRATING OIL	\$1.99	
PB BLASTER PENETRATING OIL	\$2.99	
NAPA 770-1113 BUNGEE CORD 31"	\$2.29	
NAPA 770-1112 BUNGEE CORD 21"	\$1.69	
M DLAND 11952 AIR SUPPLY LINE	\$39.59	
NAPA 7044 MIRROR FISH EYE	\$1.08	
NAPA 7006 MIRROR CALIFORNIA STYLE	\$16.92	
NAPA 7513 MIRROR CALIFORNIA STYLE	\$6.96	

BID SHEET EVALUATED BY: Roseann Johnson

W TNESS: Elizabeth Wright

19	18	17	16	15	14	13	12	11	10	9	8	7	ဝ	5	4	ω	2		-	TEM			
ENGINE AND TRANSMISSION MOUNTS	MIRRORS-ALL TYPES, K-D	CLUTCHES, ARROW	WIRE AND CABLE, BELDEN	ALTERNATORS/REGULATORS, ARROW	ENGINE PARTS, TRW	PIPES, MUFFLER/TAIL/EXHAUST, WALKER	SHOCK ABSORBERS AND STRUTS, MONROE	HOSES, RADIATOR-HEATER-WIPER-FUEL, DECO	GREASE FITTINGS, EDELMANN	FUSES AND RELATED ITEMS, CHAMP	BULBS/FLASHERS, PHILIPS	HOSE CLAMPS, IDEAL	SPARK PLUGS, AUTOLITE	WIPER BLADES/ARMS, ANCO, TRICO	IGNITION, PARTS OR SWITCHES ECHLIN, STANDARD	FILTERS, OIL, NAPA, WIX	FILTERS, FUEL, NAPA, WIX	FILTERS, AIR, NAPA, WIX	CEGCNIT LIGH		AUTOMOTIVE, BUS AND TRUCK REPLACEMENT PARTS	BID # 05-026	LAKE COUNTY PROCUREMENT SERVICES
15.00%	20.00%	20.00%	25.00%	20.00%	20.00%	35.00%	25.00%	20.00%	12.00%	15.00%	15.00%	10.00%	15.00%	10.00%	20.00%	40.00%	40.00%	40.00%	DISCOUNT	NAPA AUTO PARTS			
NO BID	+15%	NO BID	+4%	3.00%	NO BID	NO BID	4.00%	5.00%	NO BID	NO BID	NO BID	+40%	NO BID	+6%	+5%	40.00%	40.00%	40.00%	DISCOUNT	CARQUEST AUTO	C/O: Roseann Johnson	OPENING:	
																						01/12/05	

38	37	36	35	34	33	32	31	30	29	28	27	26	25	24	23	22	21	20	[4]	T T			
DRIVE SHAFT CENTER SUPPORT	VALVE STEMS, CORES, GAUGES, NAPA	LENSES, REPLACEMENT, BALKAMP	TURN SIGNAL, LIGHTS, MARKERS, SIGNAL STAT	FLASHERS, INCLUDE ELECTRONIC, ECHLIN, SIGNAL STAT	ELECTRIC IN TANK FUEL PUMP NEW	FUEL PUMPS, CARTER	POWER STEERING HOSE ASSEMBLY	WATER PUMPS, REBUILT	WATER PUMPS, OEM	AUTOMOTIVE LAMPS, MINI, SEALED, GE, WAGNER	GASKETS, ENGINE & MISC, VICTOR	BRASS AUTO FITTINGS, WEATHERHEAD	V BELTS, INDUSTRIAL BELTS, DAYCO, GATES	SERPENTINE AUTO BELTS, DAYCO, GATES	CAPS, FUEL, RADIATOR, BELKNAP	THERMOSTATS, SENDING UNITS THOMPSON, EDELMANN	BATTERY CHARGERS/WIRE SETS/JUMPER CABLES	BEARINGS/GASKETS/SEALS	DESCRIPTION	DESCRIPTION	 AUTOMOTIVE, BUS AND TRUCK REPLACEMENT PARTS	BID # 05-026	LAKE COUNTY PROCUREMENT SERVICES
20.00%	10.00%	10.00%	20.00%	20.00%	20.00%	20.00%	15.00%	15.00%	15.00%	15.00%	30.00%	50.00%	10.00%	10.00%	10.00%	10.00%	10.00%	20.00%	DISCOUNT	NAPA AUTO PARTS			
NO BID	NO BID	+15%	+15%	+40%	+1%	+1%	+10%	2.00%	3.00%	+45%	2.00%	NO BID	5.00%	5.00%	NO BID	NO BID	NO BID	NO BID	DISCOUNT	CARQUEST AUTO	C/O: Roseann Johnson	OPENING:	
																						01/12/05	<u>_</u>

	BID # 05-026 AUTOMOTIVE, BUS AND TRUCK REPLACEMENT PARTS		OPENING: C/O: Roseann Johnson	01/12/05
		NAPA AUTO PARTS	CARQUEST AUTO	
ITEM	DESCRIPTION	DISCOUNT	DISCOUNT	
39	GAUGES, SENDING UNITS, BALKAMP	10.00%	NO BID	
40	ENGINE AND TRANSMISSION MOUNTS, BALKAMP	10.00%	NO BID	
41	STARTERS, NEW	20.00%	NO BID	
42	STARTERS, REBUILT, OEM	20.00%	3.00%	
43	ALTERNATORS NEW	20.00%	NO BID	
44	ALTERNATORS, REBUILT	20.00%	3.00%	
45	TRANSMISSION FILTER KITS W OIL PAN GASKETS	10.00%	NO BID	
46	BEARINGS AUTOMOTIVE, TIMKEN	20.00%	NO BID	
47	BEARINGS, HD, TIMKEN	20.00%	2.00%	
48	UNIVERSAL JOINT/PTO PARTS, SPICER, PRECISION	10.00%	+3%	
49	OIL AND GREASE SEALS, AUTO, VICTOR	20.00%	5.00%	
50	OIL AND GREASE SEALS, had SIR BRAKE, VICTOR	20.00%	5.00%	
51	GREASE FITTINGS, ALEMITE, BALKAMP	10.00%	NO BID	
52	SMALL ENGINE PARTS, BRIGGS	10.00%	NO BID	
53	MASTER CYLINDERS (NEW) UNITED	20.00%	NO BID	
54	CHASSIS PARTS, PERFECT CIRCLE, MOOG, FEDERAL	15.00%	3.00%	
55	BRAKE HARDWARE, UNITED	15.00%	+2%	
56	BRAKE HARDWARE had AIR BRAKE, UNTIED	15.00%	NO BID	

	LAKE COUNTY PROCUREMENT SERVICES BID # 05-026 AUTOMOTIVE, BUS AND TRUCK REPLACEMENT PARTS		OPENING: C/O: Roseann Johnson	01/12/05
	DESCRIPTION	NAPA AUTO PARTS	CARQUEST AUTO	
E	DESCRIPTION	DISCOUNT	DISCOUNT	
57	AIR BRAKE PARTS HD, MIDLAND, BENDIX	10.00%	NO BID	
58	AUTOMOTIVE HYDRAULIC BRAKE PARTS, UNITED	15.00%	2.00%	
59	AUTOMOTIVE BRAKE SHOES, OEM, NEW LINED	15.00%	NO BID	
60	BRAKE SHOES, HD AIR BRAKE, RELINED, RAYLOC	15.00%	NO BID	
61	AUTOMOTIVE BRAKE PADS, WAGNER	15.00%	NO BID	
62	BRAKE UNITS, AUTO & HAD AIR BRAKE, RAYLOC	15.00%	NO BID	
63	BRAKE LINES AND FITTINGS, WEATHERHEAD	15.00%	NO BID	
2	BRAKE ROTORS, UNITED	15.00%	3.00%	
65	BRAKE CALIPERS (REBUILT WITH PADS) RAYLOC	15.00%	NO BID	
66	WHEEL CYLINDER, AUTOMOTIVE, UNITED	15.00%	2.00%	
67	BRAKE DRUMS, BALKAMP	15.00%	3.00%	
68	BRAKE DRUMS, HD AIR BRAKE, GUNITE	10.00%	NO BID	
69	WINDSHIELD WIPER MOTORS	15.00%	NO BID	
70	CARBURETORS, OEM	NO BID	NO BID	
71	CARBURETORS, REBUILT	10.00%	NO BID	
72	POWER STEERING PUMPS, NEW OEM	10.00%	NO BID	
73	POWER STEERING PUMPS, REMANUFACTURED	10.00%	4.00%	
74	TIMING CHAINS, GEARS AND RELATED HARDWARE	15.00%	NO BID	

	2.00%	15.00%	CLUTCH KITS, REMANUFACTURED	86
	2.00%	15.00%	CLUTCH KITS, NEW	85
	NO BID	25.00%	AEROSOL CARBURETOR/CHOKE/BRAKE CLEANERS	28
	NO BID	25.00%	CAR CARE PRODUCTS	83
	+2%	20.00%	MUFFLERS, EXHAUST PIPES, CAT CONVERTERS	82
	NO BID	25.00%	TIRE PATCHES, PLUGS, LUBRICANTS AND SEALERS	81
	NO BID	25.00%	HEATING AND AIR CONDITIONING PARTS	80
	NO BID	10.00%	CV JOINTS, CV BOOTS, CV AXLES	79
	NO BID	10.00%	AUTOMOTIVE PAINT THINNER AND SUPPLIES	78
	NO BID	10.00%	AUTOMOTIVE STEERING COMPONENTS	77
	NO BID	10.00%	OIL ABSORBENT (50 LB BAGS)	76
	NO BID	15.00%	POWER WINDOW MOTORS AND RELATED HARDWARE	75
	DISCOUNT	DISCOUNT	CHUCKTICA	
	CARQUEST AUTO	NAPA AUTO PARTS		T C
:	C/O: Roseann Johnson		AUTOMOTIVE, BUS AND TRUCK REPLACEMENT PARTS	
01/12/05	OPENING:		BID # 05-026	
			LAKE COUNTY PROCUREMENT SERVICES	
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